

# EXHIBIT 12

4 No. 5:16-cv-10444  
IN RE: FLINT WATER CASES Hon. Judith E. Levy  
5 Mag. Mona K. Majzoub

6 Elnora Carthan, et al.,  
7  
8 Plaintiffs,  
9 vs. Civil Action No.  
10 Governor Rick Snyder,  
11 et al.,  
12 Defendants.

12  
13  
14  
15  
16 HIGHLY CONFIDENTIAL  
17 VIDEOTAPED DEPOSITION OF DAUGHERTY JOHNSON  
18 VOLUME I  
19 Tuesday, December 17, 2019  
20 at 9:09 a.m.

1 A P P E A R A N C E S

2 - - -

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17 ALSO PRESENT:

18 Jeff Gudme, Videographer

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1 time -- we're referring to Mr. Jerry Ambrose,  
2 right?

3 A. Correct.

4 Q. For some period of time  
5 Mr. Ambrose served in the role as financial  
6 manager for the city of Flint, true?

7 A. Yes.

8 Q. And then as of a certain point in  
9 time, he actually became the emergency manager  
10 for the city, too, right?

11 A. Correct.

12 Q. And isn't it true, Mr. Johnson,  
13 that Mr. Ambrose overruled your recommendation  
14 or your direction to your staff to get ready to  
15 switch from the Flint River water back to  
16 Detroit?

17 A. Yes, he did.

18 Q. And you weren't happy about that,  
19 were you?

20 A. I was not.

21 Q. Is that the reason that you left  
22 the employ of the city shortly thereafter in  
23 April 2015, in part anyway?

24 A. That is certainly part of it.

1 Q. And the reason for that was you  
2 were upset about the fact that Mr. Ambrose  
3 overruled a direction that you gave to your  
4 staff to get ready to switch from Flint River  
5 water back to Detroit water, right?

6 MR. ZEINEH: Objection.

7 A. Yes.

8 MR. ZEINEH: Form, foundation.

9 Q. And you were angry about that,  
10 right?

11 A. I was concerned about it, yes.

12 Q. And you left. You left your  
13 employment with the city where you had been  
14 employed for how long?

15 A. Twenty-four years.

16 Q. And --

17 A. Twenty-three years, something like  
18 that, yes.

19 Q. To what percent or what extent was  
20 that the reason that you left as opposed to  
21 something else? Was that a major part of the  
22 reason that you left?

23 A. Yes, it was.

24 Q. And at the time, sir -- and you

1 testified in the criminal hearing, I'll remind  
2 you, but you believe that Flint had the money  
3 available to pay for the water from Detroit at  
4 that time, right? There was money available to  
5 do that, right?

6 A. We could have charged more for the  
7 service, yes.

8 Q. So it would have cost more, but  
9 you thought the city of Flint had the financial  
10 wherewithal to do that, to return to Detroit  
11 water in February of 2015, right?

12 A. Yes.

13 Q. And you directed your staff to  
14 make plans to do that, and you were overruled by  
15 Mr. Ambrose, right?

16 A. Yes.

17 Q. And the decision was made by  
18 Mr. Ambrose not to go to Detroit water to save  
19 money; isn't that true?

20 A. Yes.

21 MR. KIM: Objection; foundation.

22 - - -

23 (Johnson Deposition Exhibit 87 marked.)

24 - - -

1 BY MR. ROGERS:

2 Q. And, in fact, would you take a  
3 look at Exhibit 87, please. I showed you this  
4 before we got started today. But have you seen  
5 this letter from Mr. Ambrose to the treasurer  
6 for the state of Michigan or the treasury  
7 department before? Mr. Johnson?

8 A. I have to give it a read first.

9 Q. Okay. Thank you. I thought you  
10 had. I'm sorry.

11 Okay. Have you had a chance to  
12 read it? So this is a letter -- I'm going to  
13 put it on the Elmo so the jury can see it.

14 This is a letter from Mr. Ambrose.  
15 It's got the letterhead up at the top, City of  
16 Flint, and it's to Wayne Workman, Deputy  
17 Treasurer, Treasury Department, State of  
18 Michigan," dated December 3, 2015, right?

19 A. Yes -- March 3rd.

20 Q. And were you aware of the fact  
21 that as of March 3, 2015, that Mr. Ambrose was  
22 writing this letter to the deputy treasurer for  
23 the state of Michigan?

24 A. I don't recall if I was aware of

1 it beforehand.

2 Q. But this is consistent with --  
3 what Mr. Ambrose's reporting to the treasury  
4 department is consistent with your testimony  
5 that you just gave that Mr. Ambrose overruled  
6 your recommendation to go from the Flint River  
7 back to the Detroit river -- I mean, sorry -- to  
8 the Detroit Water Authority that was providing  
9 the water, right?

10 MR. KUHL: Objection to form.

11 Q. Is that true?

12 A. That is correct.

13 Q. And the reason that he's saying  
14 it, as is stated in this paragraph, is to save  
15 money, right?

16 MR. KUHL: Objection to form.

17 Q. It would cost more, he is  
18 reporting, if the city of Flint were to return  
19 to the Detroit water, right?

20 MR. KUHL: Object to form.

21 A. That is correct.

22 Q. To the tune of \$12 million, right?

23 A. That's what the letter states,  
24 yes.

1 Q. Did you see this letter -- did you  
2 see that letter at the time it was written,  
3 approximately sometime in March?

4 A. I don't recall if I did around  
5 then or not.

6 Q. But you already knew that you had  
7 been overruled by Mr. Ambrose at that time,  
8 right?

9 A. Yes.

10 Q. And had you made the decision to  
11 leave your employment with the city of Flint  
12 after 24 years as a result of this by that time?

13 A. Yes. I believe so, yes.

14 Q. My -- I have an understanding that  
15 you were on vacation for a good portion of  
16 February 2015; is that true?

17 A. Correct.

18 Q. So you didn't have much, if any,  
19 interaction with the Veolia personnel who were  
20 working at the -- working with the treatment  
21 plant fellows at that time?

22 A. I did not.

23 Q. The Veolia personnel would have  
24 been working with Mr. Glasgow and Mr. Wright at

1                   A.       The six months wasn't tied to  
2                   that.    We wanted to use it as soon as we could.  
3                   The six months was tied to the corrosion control  
4                   sampling protocol, not the lime sludge lagoon.

5                   Q.       So at some point during your  
6                   tenure before you retired in 2015, did you start  
7                   using the lime agent at the Flint water plant?

8                   A.       Yes.

9                   Q.       When was that?

10                  A.       I don't know the exact dates, but  
11                  it was used before I left.

12                  Q.       Okay.  Is it fair to say that if  
13                  the city of Flint -- to your knowledge, is it  
14                  fair to say that if the city of Flint had not  
15                  gotten the \$85 million in bonds from JPMorgan  
16                  Chase when it did, that the KWA project would  
17                  have either been delayed or fallen through?

18                  A.       That is my understanding, yes.

19                  Q.       And if that would have happened,  
20                  what do you believe Flint would have done with  
21                  regard to obtaining water for its citizens?

22                   MR. ZEINEH:  Objection as to form,  
23                   foundation.

24                  A.       The options would have been using

1 the Flint River or signing a 30-year contract  
2 with Detroit.

3 Q. And did anybody ever express to  
4 you above you, you know, above your -- again,  
5 not in life, but, you know, in work, that it  
6 was -- it was not -- that switching back to the  
7 Detroit water was something that was just not  
8 going to happen?

9 A. That was certainly a statement  
10 made by Jerry Ambrose at times after we had  
11 switched over to the Flint River.

12 Q. When Mr. Kurtz testified -- you  
13 know, I'm not going -- I don't want to quote his  
14 testimony, but I have the distinct sense from  
15 him that as emergency manager, he had absolutely  
16 no desire to go back to the Detroit water once  
17 they terminated the contract with the city of  
18 Flint and once the KWA became a viable option  
19 for the city.

20 Did you ever have that same  
21 impression from Mr. Kurtz?

22 A. Yes.

23 Q. Okay. Did you ever have that same  
24 impression from Mr. Ambrose?

1 A. Yes.

2 Q. And was it Mr. Ambrose -- what was  
3 Mr. Ambrose's role -- as emergency manager, what  
4 was Mr. Ambrose's role in the administrative  
5 consent order?

6 A. I believe he signed it. My  
7 recollection, he would have been the one to sign  
8 that document, but that's my recollection of it.

9 Q. Do you know a man named  
10 Mr. Massaron?

11 A. I've been on e-mails with him,  
12 yes.

13 Q. He's an attorney?

14 A. Yes.

15 Q. Do you know if he and Mr. Ambrose  
16 were tight?

17 A. I don't know that. They had  
18 e-mails back and forth and ...

19 Q. Did you ever get the impression  
20 that Mr. Ambrose and Mr. Massaron were close  
21 beyond their working relationship?

22 MR. ZEINEH: Objection as to form  
23 and foundation.

24 A. I didn't know enough to make an